

IN THE COURT OF COMMON PLEAS OF THE STATE OF DELAWARE  
IN AND FOR NEW CASTLE COUNTY

THE BAY AGENCY, LLC,	)	
	)	
Plaintiff-Below	)	
Appellee,	)	
	)	
v.	)	C.A. No. 2005-09-434
	)	
NANCY WOLF-CHAPTER 6, LLC,	)	
	)	
Defendant-Below	)	
Appellant.	)	

Submitted: June 26, 2006

Decided: June 28, 2006

*Amended: June 29, 2006*

James A. Natalie, Esquire  
James A. Landon, Esquire  
3200 Concord Pike  
P.O. Box 7329  
Wilmington, DE 19803  
Attorney for Appellant

Karen Sullivan, Esquire  
Oberly, Jennings & Rhodunda, P.A.  
1220 Market Street, Suite 710  
P.O. Box 2054  
Wilmington, DE 19899  
Attorney for Appellee

**ORDER**

On September 21, 2005, Justice of the Peace Court 13 (hereinafter “JP Court”) entered a decision in favor of plaintiff-below appellee The Bay Agency, LLC (hereinafter “Bay”) in the amount of \$9,033.00 plus 9.75% interest and court costs. The JP Court held defendant-below appellant Nancy Wolf, Chapter 6, LLC (hereinafter “Chapter 6”) breached a management services contract (hereinafter “services contract”) which became effective for one-year period beginning July 16, 2003. Pursuant to section 4 and

subsection (c) of the services contract, Bay alleged it was entitled to recover amounts from Chapter 6 in lost commission due to Chapter 6 entering into a separate contract with another party on June 16, 2004, prior to the expiration of the one-year period.

### **PROCEDURAL POSTURE**

On September 23, 2005, Chapter 6 filed an appeal to this Court, which was incomplete but cured and properly filed on October 11, 2005. Service was [attempted] upon Bay by the Kent County Sheriff servicing the Secretary of State. This is reflected on the docket entry of December 2, 2005. On June 16, 2006, this Court received a facsimile from Brandon Markland (hereinafter “Markland”) on behalf of Bay indicating he docketed a foreign judgment with the JP Court for Bay and filed a Request for Garnishment of Non-Wages (hereinafter “Request for Garnishment”) with the Seventh District Court in Sangamon County, Illinois (hereinafter “Illinois District Court”) to garnish Chapter 6’s bank proceeds. On June 7, 2006, Chapter 6 filed a Motion to Vacate the garnishment (hereinafter “Motion to Vacate”) before the Illinois District Court on June 14, 2006.

Chapter 6 now moves for a Stay of Execution (hereinafter “Motion for Stay”) on the Justice of the Peace judgment. Markland opposes the Motion for Stay and argues that Chapter 6 made two false representations to the Illinois Court when presenting its Motion to Vacate: first, that Chapter 6 served Bay with the Motion to Vacate, and second, that Chapter 6 had already filed a Motion to Stay the JP Court judgment. The Illinois District Court granted Chapter 6 a two-week period Stay of execution pending the Delaware Court’s review of the matter. Markland attaches a copy of Chapter 6’s Motion to Vacate

where Chapter 6 states in the seventh paragraph, “Whereas, the judgment is stayed by the discretion of the Court until our motion to appeal is officially reviewed.”

On June 21, 2006, Chapter 6 filed an Application for an Expedited/Emergency Hearing (hereinafter “Application”) and its Motion for Stay and argues the JP Court never instructed Chapter 6 to post bond to stay the execution of judgment. Chapter 6 attaches to the face of the Application and Motion to Stay, a check in the amount of \$9,718.52. The Application and Motion for Stay further provide that Chapter 6, through its counsel, presented a Motion to Stay before the Illinois State Court “yesterday” (June 20, 2006), and reiterated the Illinois Court’s granting of a two-week time period to obtain a ruling from this Court. In conclusion, Chapter 6 moves this Court for a Stay of Execution of the JP Court judgment until the appeal *de novo* before this Court is heard on the merits.

### **CONCLUSION AND ORDER**

Pursuant to the Court of Common Pleas Civil Rule 62(c), appellant’s Motion for Stay of Execution upon posting of the supersedeas bond in the amount of \$9,718.152 is hereby GRANTED.

The parties are to file a stipulation of dismissal and distribution of proceeds by June 30, 2006, which is to provide for \$7,000.00 to Bay Agency and \$2,718.52 to Chapter 6, LLC.

SO ORDERED this 29<sup>th</sup> day of June, 2006

---

Alex J. Smalls  
Chief Judge